



# BRAITHWAITE & CO LIMITED

(A Government of India Undertaking under Ministry of Railways)

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, KOLKATA – 43,  
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**CIN: U74210WB1976GOI030798**

Tender No. BCL/RD/AMC (XEROX)/2018

August 17, 2018

To,

M/s. \_\_\_\_\_

**“Sealed offers in Single bid System is invited for engagement of contractor for Annual Maintenance Contract (AMC) of 3 Nos. Photocopy / Xerox machines including required spare parts and papers at Clive / Corporate office of BCL for the period of 2 (two) years”.**

**A. DESCRIPTION OF THE JOB:**

Annual Maintenance Contract (AMC) of 3 Nos. Photocopy / Xerox Machines including spares parts & papers at Clive Works & Corporate office of BCL for the period of 2 years. The details of the Xerox machines, Model No. Quantities are as follows:

CANNON	-	Model No. 270	-	1 No.
SELEX	-	Model No. 1400	-	1 No.
PANASONIC	-	Model No. 8016	-	1 No.

**B. SCOPE OF WORK:**

**i) For Annual Maintenance & Servicing:**

- a) Party has to make preventive maintenance regularly and render break down maintenance services as and when required to keep the Machines in smooth and trouble free working conditions. However, during any emergency break-down, party must have to attend the Machine immediately for repairing the same. In case Service Engineer from OEM or experts' are required, the contractor has to arrange the same at own cost .
- b) Party has to take all safety measures (PPE) during execution of the job. BCL in no case shall be held responsible for any Mishap /accident caused during execution of job.
- c) Party must have to hand over the photocopy machine in running conditions at the time of termination of the contract.

**ii) For operation in respect of photocopy documents:**

- The photocopy jobs are to be carried out regularly under instruction and supervision of BCL (P&A) department.
- A registered is to be maintained by the party with details of number of copies done with sizes, date & user details.
- To make photocopy by using standard A4 size and A3 size papers. All A4 & A3 papers are to be supply by the party.
- For photocopy of documents in the machines required tonner will be provided by the party.
- In case of absenteeism on party's part to run the photocopy machine smoothly a penalty must be imposed on the party as deduction at the rate of 5% on the existing rate on pro-rate basis average print out (daily basis for a particular month) should be made from your bill.

**iii) For Spares:**

Party also have to provide us the spares on “as and when basis”. The payment towards spares shall be made separately as per rate to be fixed in this tender / Order. Following spares are to be supplied:

- a) Magnetic Roller (Developer)
- B) DRUM
- c) Variation Lamps:
  - i) 300 watt, 220 V Lamps,
  - ii) 800 watt, 220 V Heat Lamp
  - iii) Exposure Lamp -110 V, 220V.
- d) PCB Board (Panasonic / Canon) – Power Supply & DC-2.

**C. BCL RESPONSIBILITY:**

BCL will provide the photocopy Machines, Office space & electricity free of cost.

**D. GENERAL TERMS & CONDITION:**

1. Offer should be in SINGLE BID type i.e. price along with terms & conditions in sealed envelope, addressed to Sr. Manager (Purchase), Braithwaite & Co. Ltd. 5, Hide Road, Kolkata – 43 and the same may be dropped in our **Tender Box No - 2** (in case of hand delivery) or may be sent by registered post but must reach us positively **within 27.08.2018 at 2.30 P.M.** The offer shall be opened on 27.08.2018 at 3 P.M.

2. Payment Terms: Payment will be made with 30 days credit of submission of bills duly certified by DGM (P,A & S) or their authorized representatives with relevant documents.

The following provisions regarding GST shall be incorporated in the fresh Order for the subject job.

- Party has to submit GST compliant invoice and challan (if any) to the authorities mentioning its GSTIN No.
- Party has to submit compliance regarding documentation / monthly returns so as to ensure availing Input Tax Credit (ITC) by BCL, failing which BCL will deduct the resultant amount.
- BCL reserves the right to keep the payment of GST amount to the party on hold till the receipt of ITC by BCL is ensured.
- **During AMC jobs, the spares as mentioned above (Sl. No. iii), if required, the same shall be supplied by the party with prior permission / instruction of DGM (P, A, S). The charges of the said spares shall be paid extra to the contractor apart from the above monthly charges. Such supply of spares will be on as & when required basis and payment will be made against certification of DGM (PAS). The rates of such spares shall be as per mentioned in order.**
- **Besides the above, the cost of papers (A4 & A3) required for photocopy shall be paid to the contractor as per actual consumption per month along with AMC charges duly certified.**

3. Price should be quoted both in figures and words and your quotation must be free from any kind of overwriting, alteration and correction.

4. Quoted rate in the offer should be inclusive of all charges including supply of materials EXCEPT the mentioned spares parts in the tender during AMC job etc. The quoted rate shall exclude GST for the job. The same shall be paid extra against documentary evidence.

5. Quoted rate against the said job shall be firm till the completion of the contract.

6. The entire job to be executed under the supervision / instruction of DGM (PAS) or their authorized representatives.

7. Period of contract: The period of contract of the job shall be for 2 (two) year periods and the same may be extended for another 1 (one) year period subject to satisfactory performance of the contractor as per discretion of BCL.

8. BCL shall reserve the right to increase the ordered quantity be +/- 30 % or more at the same rate and terms & conditions.

9. Arbitration: All questions, disputes or differences whatsoever shall, arise between the purchaser and the supplier upon or in relation to or in connection with the contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of sole arbitrator. CMD - BCL shall have the right and authority to appoint an Arbitrator, who is not connected with either party in any way. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

Such a reference submitted to the Arbitrator shall be deemed to be the submission to the Arbitrator within the meaning of the Arbitration and Conciliation Act, 1996 statutory modification thereof. The proceedings of the Arbitration shall be held in Kolkata.

Any legal dispute that may arise will be settled within the jurisdiction of court of Kolkata.

10. Risk Purchase: In the event of failure or delayed supplies within the reasonable period of time as decided by the purchaser. Company reserves the right to get the job done by other Agency /Agencies as per the order on Risk Purchase basis and shall recover the extra cost thereof, if incurred on the Contractor.

11. Liquidated Damages: In the event of failure on the part of the Contractor to complete the job within the stipulated completion period Braithwaite, reserve the right to recover a sum of 0.5% for every week or part thereof by way of L.D. subject to maximum limit of 10 % of the ordered value.
  12. Security Deposit : Successful bidder should submit Security Deposit @ 5% of total order value of the Purchase Order in the form of Demand Draft/Pay Order or B.G. within 15 days of receipt of our order which will be returned after completion of warranty/ guarantee period.
    - a. Contractors registered with NSIC, SSI, DGS & D & RDSO and PSU bidders are exempted from submission of Security Deposit. However, valid documents for registration of the items tendered to be submitted.
    - b. Security Deposit will be returned to the contractor only on successful completion of the contract.
    - c. As and when an amendment is issued to the contract, the contractor shall within 15 days of receipt of such an amendment furnish to the purchaser an amendment to the security deposit and / or Bank Guarantee rendering the same valid for the contract as amended.
    - d. Security Deposit may also be built up by deducting the amount proportionately from each bill of the supplier / contractor on their request. However, 50% of the total amount of Security is to be deposit by the successful bidder on receipt of Purchase order. Balance 50% may be received from running bill.
  13. Earnest Money Deposit (E.M.D.): Rs.5, 000/- (Rupees FIVE THOUSAND Only)
    - i. Earnest Money Deposit of **Rs.5,000/-** is required to be submitted by Demand Draft / Pay Order or in the form of Bank Guarantee in favour of **Braithwaite & Co. Limited**, payable **at Kolkata**. In case of Bank Guarantee, the validity period should initially be 90 days from the date of opening of tender. However, for SSI Units with valid single point registration with NSIC, payment of EMD & Security Deposit can be considered for exemption to the extent of monetary limit granted on submission of valid NSIC registration certificate for the items tendered.
    - ii. Earnest Money lodged by unsuccessful bidder and shall be refunded / released to them without any interest after finalization of a tender. For successful bidder, entire amount of EMD shall be retained by the company, till completion of supply / service or if so decided by the tenderer adjusted against security deposit for the said or any other tender as the case may be.
    - iii. EMD will be forfeited or revoked if the bidder withdraws, amends, impairs or derogates and/or if the price is escalated later within the period of validity of their offer.
    - iv. No offer will be considered without EMD, except exemptions mentioned in the tender.
  14. In case of vendors themselves registered with SSI & NSIC with single point registration, RDSO / DGS & D, they will be exempted from, EMD and SD. In that case they should submit valid registration copies.
  15. *The tenderer along with their offer should give unconditional acceptance of all the terms & conditions as mentioned above.*
  16. Bidder should have GST Registration. Copy of the same is to be enclosed with the offer. However, those who are exempted from GST Registration should submit documentary evidence for the same.
  17. Statutory Obligations: Contractor should comply all statutory obligations applicable for the job including labour laws / rules, payment of minimum wages, taxes & duties, PF, ESI, Bonus etc. and also should ensure proper safety of the workman during execution of job.
  18. Chalan of spares, Consumption of papers, Copy of Bill Certified by DGM(PAS) or his authorized representative.
  19. Termination of contract: BCL reserve the right to terminate the order at any point of time in case of Non-performance by giving 15 days notice.
- E. Bidders who are quoting against website display should submit all papers as mentioned above along with the following documents:**
- Proof of past performance regarding Operation, Maintenance & Servicing of Xerox machine.
  - Audited / Chartered Accountant Certified Balance sheet & Profit & Loss Account for last three (3) years, PAN copy, GST registration certificate etc.
  - Copies of purchase order of similar type of jobs.

**F. SUBMISSION OF PRICE:**

1. The rate to be quoted both in figures & words.
2. The quoted rate should not have difference between figures and words. If there is any difference between the figures and words, we will take the quoted rate in words only.
3. Overwriting in price figure of the quotation will be rejected.
4. Evaluation of Lowest Bid: Lowest bid shall be evaluated on the basis of Lowest Grand Total per month rate for AMC job of the three Xerox M/c received from a bidder as per price bid format. Rates of spares & papers shall not come under evaluation of price bid. However, the same may be subject to negotiation with the lowest bidder.

The bidder shall submit rate in the following format.

**Annual Maintenance & servicing of the following photocopier machines (for evaluation purpose):**

Sl. No.	Job description	Quantity	Period	Rate per month (excl. GST)	Total amount for 24 months (exclu. GST)
Operation, Maintenance & Servicing of 3 nos. Photocopy Machines installed at CW / Corporate office:					
1	Cannon (Model No: 270 )	1 no	24 months		
2	Selex ( Model No: 8016 )	1 no	24 months		
3	Panasonic (Model No: 8016 )	1 no	24 months		
Grand Total amount per month				Rs. _____ Rupees _____	Rs. _____ Rupees _____

**For spares & Papers: (These rates are not to be considered for lowest bid evaluation):**

Sl. No.	Job description	Rate per No. (Rs)
<b>Spares:</b>		
1	Magnetic Roller (Developer )	
2	Drum	
<b>Various types of Lamps:</b>		
3	300 watt, 220 V Heat lamp	
4	800 watt ,220 V lamp	
5	Exposure Lamp -110 V, 220V.	
6	PCB Board (Panasonic/Canon) <b>For Panasonic:</b> Power Supply DC -2	
	PCB Board (Panasonic/Canon) <b>For Canon:</b> Power Supply DC -2	

**Operation for photocopy of documents (Papers) :**

1.	Standard size-A4	
2.	Standard size –A3	

**For BRAITHWAITE & CO. LIMITED**